

<This Letter of Credit to be Placed on Financial Institution's Letterhead>

<DATE>

BENEFICIARY

City of Chula Vista
Department of Public Works
Engineering Division
276 Fourth Avenue
Chula Vista, California 91910

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
SUBDIVISION NAME _____ CHULA VISTA TRACT
NO. _____

We hereby establish our Irrevocable Letter of Standby Credit No. _____ in your favor, for the account of <NAME AND ADDRESS OF DEVELOPER>, in the aggregate amount of _____ dollars (\$ _____), lawful money of the United States, available by your draft(s) at sight on <NAME AND/OR ADDRESS OF FINANCIAL INSTITUTION> when accompanied by one of the following documents:

1. A certification signed by the City Engineer of the City of Chula Vista stating: "We certify that <NAME OF DEVELOPER> has not complied with the terms and conditions of the City of Chula Vista <SPECIFY ORDINANCE, AGREEMENT, PERMIT, CITY OF CHULA VISTA DRAWING NUMBERS, FEE/DEPOSIT PER UNIT, NUMBER OF UNITS, ETC.>"; or,
2. A certification signed by the City Engineer of the City of Chula Vista stating: "We certify that we have received a written notice of <NAME OF FINANCIAL INSTITUTION>'s election not to renew its Letter of Credit No. _____.

Partial draws are permitted.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year periods from the expiration date hereof, or any future expiration date unless at least sixty (60) days prior to any expiration date, we shall notify you by registered mail that we elect not to renew this Letter of Credit for any such additional period. It is understood that the City of Chula Vista has the right to demand the amount of this security if notice of expiration is given.

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If, prior to the expiration of this Letter of Credit, we shall have received the written certification of the City Engineer of said City stating that the applicant has constructed, or caused to be constructed, to the satisfaction of the City, the facilities or portion thereof guaranteed by this Letter of Credit, the full aggregate amount of this Letter of Credit shall expire upon receipt of such certification and shall no longer be available for drawing thereafter.

We hereby engage with you that each draft drawn under and in compliance with the terms of this Letter of Credit and amendments (if any) shall be duly honored on delivery of the documents as specified upon presentation to us.

Authorized Signature

Printed Name of Authorized Signature